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State of Oregon, County of Klamath
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Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

After Recordation Return to:

pt: KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(541) 664-5596

MODIFICATION OF PROMISSORY NOTE/DEED OF TRUST

BORROWER ROBERT L. BLY	GRANTOR ROBERT L. BLY UNMARRIED
ADDRESS 4540 SHASTA WAY KLAMATH FALLS, OR 97683	ADDRESS 4540 SHASTA WAY KLAMATH FALLS, OR 97683
ADDRESS OF REAL PROPERTY: 4540 SHASTA WAY KLAMATH FALLS, OR 97683	
BENEFICIARY: KeyBank National Association P.O. Box 16430 Boise, ID 83715	

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/DEED OF TRUST, dated the 25th day of September 2003, is executed by and between the parties identified above and KeyBank National Association ("Lender"), 4910 Tiedeman Road, Suite B, Brooklyn, Ohio 44144.
A. On August 05, 2003, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of fifty thousand and 00/100 Dollars (\$ 50,000.00), which Note is secured by a deed of trust ("Deed of Trust") executed by Grantor for the benefit of Lender and encumbering the real property described on Schedule A below ("Property") and recorded on August 12, 2003 in Book/Reel/Volume No. M03 at Page 58219, or as Instrument No. _____, in the Real Property Records for KLAMATH County, Oregon. The Note and Deed of Trust and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Deed of Trust are hereby modified as follows:

1. TERMS OF REPAYMENT.

☐ The maturity date of the Note is extended to _____, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Deed of Trust is modified accordingly. The parties acknowledge and agree that, as of _____, the unpaid principal balance due under the Note was \$ _____, and the accrued and unpaid interest on that date was \$ _____. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

☒ The Deed of Trust and Note are further modified as follows:

The original amount of the Note, which is secured by the Deed of Trust referenced above, and the original principal amount of such Deed of Trust in the amount of fifty thousand and 00/100 dollars (\$50,000.00) is hereby increased to sixty eight thousand and 00/100 dollars (\$68,000.00), an increase of eighteen thousand and 00/100 dollars (\$18,000.00).

C. Additional Representations, Warranties and Agreements.

Grantor represents and warrants that Grantor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Grantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

The following described real property located in the County of KLAMATH, State of Oregon:

LOTS 24 AND 25 OF BLOCK 6, PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THE SOUTH 70 FEET THEREOF AND THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 6 OF PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 24 A DISTANCE OF 150.36 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED VOLUME 168 AT PAGE 112, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACTS A DISTANCE OF 90 FEET TO A POINT; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SAID LOT 24 A DISTANCE OF 150.36 FEET TO THE NORTHERLY LINE OF SAID LOT 24; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 24 A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING. FIRST AMERICAN TITLE ORDER NO:4777603

GRANTOR ROBERT L. BLY

GRANTOR:

74296

ROBERT L. BLY

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

BORROWER ROBERT L. BLY

BORROWER:

ROBERT L. BLY

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER

Shirley Nelson

KeyBank National Association

State of Oregon

County of Jackson

This instrument was acknowledged before me on

Sept. 25, 2003 by Robert Bly

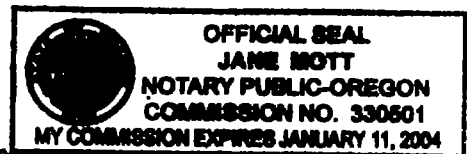
Jane Mott
Notarial Officer

State of Oregon

County of _____

This instrument was acknowledged before me on _____

by _____



Notarial Officer

State of Oregon

County of _____

This instrument was acknowledged before me on _____

by _____

of _____

Notarial Officer

State of Oregon Idaho

County of Ada

This instrument was acknowledged before me on

9-29-03

by

Shirley Nelson

Key Bank National Association

of _____

Mali Moch
Notarial Officer

ACAPS # 032591129160C; ALS # 372001916850

THIS DOCUMENT WAS PREPARED BY: KeyBank National Association / David G. Fisher

